
State:	Arkansas	Filing Company:	Western National Life Insurance Company
TOI/Sub-TOI:	A02I Individual Annuities- Deferred Non-Variable/A02I.003 Single Premium		
Product Name:	S146-12-AR and S2147-12-AR		
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR		

Filing at a Glance

Company:	Western National Life Insurance Company
Product Name:	S146-12-AR and S2147-12-AR
State:	Arkansas
TOI:	A02I Individual Annuities- Deferred Non-Variable
Sub-TOI:	A02I.003 Single Premium
Filing Type:	Form
Date Submitted:	09/28/2012
SERFF Tr Num:	AGNN-128704235
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	S146-12-AR AND S147-12-AR
Implementation	On Approval
Date Requested:	
Author(s):	Julie Garcia-Bolanos
Reviewer(s):	Linda Bird (primary)
Disposition Date:	10/08/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

State:	Arkansas	Filing Company:	Western National Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	S146-12-AR and S2147-12-AR		
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR		

General Information

Project Name: SunTrust Single Premium Deferred Annuity	Status of Filing in Domicile: Not Filed
Project Number: S146-12-AR and S147-12-AR	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 10/08/2012
	State Status Changed: 10/08/2012
Deemer Date:	Created By: Julie Garcia-Bolanos
Submitted By: Julie Garcia-Bolanos	Corresponding Filing Tracking Number:

Filing Description:
Dear Filing Intake:

The forms submitted in this filing are new and do not replace any forms previously approved by your Department. The filing includes no assumption or provisions that unfairly discriminate in availability, rates, benefits, or any other way for prospective insureds of the same class, equal expectation of life, and degree of risk. This filing does not contain any unusual or controversial items. To the best of our knowledge, information and belief, the forms submitted herewith are in compliance with the provisions of the insurance laws, rules, regulations and bulletins of your state and such forms contain no provisions previously disapproved by your Department.

Form S146-12-AR is an individual fixed single premium deferred annuity policy with an early withdrawal charge period of five years. The owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of the permitted free withdrawals are subject to a decreasing early withdrawal charge for five years after the Policy Date. This policy is non-participating. The issue ages are 0-90. The policy will be marketed through financial institutions and will be both home office and field issued, except for rollovers and transfers which are only home office issued.

Form S147-12-AR is an individual fixed single premium deferred annuity policy with an early withdrawal charge period of seven years. The owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of the permitted free withdrawals are subject to a decreasing early withdrawal charge for seven years after the Policy Date. This policy is non-participating. The issue ages are 0-90. The policy will be marketed through financial institutions and will be both home office and field issued, except for rollovers and transfers which are only home office issued.

Forms S146-12-AR-1, S146-12-AR-3, S146-12-AR-5, S146-12-AR-5MVA are schedule pages which will be issued with S146-12-AR depending on the interest rate guarantee selected by the policy holder. Forms S147-12-AR-1, S147-12-AR-3, S147-12-AR-5, S147-12-AR-7, S147-12-AR-7MVA are schedule pages which will be issued with S147-12-AR depending on the interest rate guarantee selected by the policy holder.

Forms 212-8X and 212-10X are the applications that will be used to apply for these policies. The forms are enclosed for your review and approval.

Form 212-8X was submitted under separate cover, SERFF Tracking # AGNN-128644677, and pending your approval. Form 212-10X is enclosed for your review and approval.

Form R380-04, approved in your state on 11/29/2004, will be issued with these contracts. This form is a Market Value Adjustment Option Endorsement, which offers a market value adjustment investment option to the underlying policy. This endorsement will become a part of the policy at issue.

State:	Arkansas	Filing Company:	Western National Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	S146-12-AR and S2147-12-AR		
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR		

Form R347-06 was approved 01/11/2007. This Waiver of Early Withdrawal Charges for Extended Care waives early withdrawal charges if the owner receives extended care in a qualified institution for at least ninety (90) consecutive days and the extended care begins at least one year after the Contract Date.

Form R342-06 was approved 11/29/2007. This is a Terminal Illness Rider that allows one free partial or full withdrawal of the annuity value in the event of the Owner's terminal illness. This form will be attached to and made part of our annuity contracts as approved in your State.

Form R389-06 was approved 12/13/2006. This is an Amendatory Endorsement for Waiver of Early Withdrawal Charges that will be attached to and become part of our annuity contracts. The Amendatory Endorsement waives early withdrawal charges and any negative Market Value Adjustment, if applicable, in accordance with the provisions outlined in the endorsement.

Form R384-05, approved in your state on 12/21/2005, will be issued with these contracts. This form is a Premium Guarantee Endorsement, which guarantees the single premium payment. If a full withdrawal is taken at any time, the customer will receive at least the amount of the single premium paid, less any prior partial withdrawals. This endorsement may be attached to the product at issue if the feature is made a part of the product.

Please contact me if I can assist with your review at 1.800.262.4764 x8313605 or via e-mail at Julie.Garcia-Bolanos@valic.com. I look forward to your formal notification of approval.

Sincerely,

Julie Garcia-Bolanos
Legal Analyst

Company and Contact

Filing Contact Information

Julie Garcia-Bolanos,
2919 Allen Pkwy L10-30
Houston, TX 77019

Julie.Garcia-Bolanos@valic.com
713-831-3601 [Phone]

Filing Company Information

Western National Life Insurance
Company
2929 Allen Parkway, L10-30
Houston, TX 77019
(713) 831-6006 ext. [Phone]

CoCode: 70432
Group Code: 12
Group Name:
FEIN Number: 75-0770838

State of Domicile: Texas
Company Type:
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	\$600.00
Retaliatory?	Yes
Fee Explanation:	AR fee is \$50/form X 12 Forms. Retaliatory fee for Texas is \$100 per filing. Higher AR fee sent.
Per Company:	No

Company	Amount	Date Processed	Transaction #
Western National Life Insurance Company	\$600.00	09/28/2012	63206930

SERFF Tracking #:	AGNN-128704235	State Tracking #:		Company Tracking #:	S146-12-AR AND S147-12-AR
State:	Arkansas	Filing Company:	Western National Life Insurance Company		
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium				
Product Name:	S146-12-AR and S2147-12-AR				
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/08/2012	10/08/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/04/2012	10/04/2012

Response Letters

Responded By	Created On	Date Submitted
Julie Garcia-Bolanos	10/05/2012	10/05/2012

State:	Arkansas	Filing Company:	Western National Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	S146-12-AR and S2147-12-AR		
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR		

Disposition

Disposition Date: 10/08/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	SOVs		Yes
Supporting Document	Certification of Compliance		Yes
Form	SPDA		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SPDA		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	APPLICATION		Yes

State:	Arkansas	Filing Company:	Western National Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	S146-12-AR and S2147-12-AR		
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/04/2012
Submitted Date	10/04/2012
Respond By Date	11/05/2012

Dear Julie Garcia-Bolanos,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that a new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking #:	AGNN-128704235	State Tracking #:		Company Tracking #:	S146-12-AR AND S147-12-AR
State:	Arkansas	Filing Company:	Western National Life Insurance Company		
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium				
Product Name:	S146-12-AR and S2147-12-AR				
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/05/2012
Submitted Date	10/05/2012

Dear Linda Bird,

Introduction:

Response 1

Comments:

A Compliance Certification has been attached under the Supporting Documents Tab.

Related Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that a new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Compliance

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Julie Garcia-Bolanos

SERFF Tracking #:

AGNN-128704235

State Tracking #:

Company Tracking #:

S146-12-AR AND S147-12-AR

State: Arkansas

Filing Company:

Western National Life Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name: S146-12-AR and S2147-12-AR

Project Name/Number: SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR

Form Schedule

Lead Form Number: S146-12-AR and S147-12-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		S146-12-AR	POL	SPDA	Initial:	50.000	S146-12-AR_filedversion.pdf
2		S146-12-AR-1	SCH	SCHEDULE PAGE	Initial:	0.000	S146-12-AR-1_filedversion.pdf
3		S146-12-AR-3	SCH	SCHEDULE PAGE	Initial:	0.000	S146-12-AR-3_filedversion.pdf
4		S146-12-AR-5	SCH	SCHEDULE PAGE	Initial:	0.000	S146-12-AR-5_filedversion.pdf
5		S146-12-AR-5MVA	SCH	SCHEDULE PAGE	Initial:	0.000	S146-12-AR-5MVA_filedversion.pdf
6		S147-12-AR	POL	SPDA	Initial:	50.000	S147-12-AR_filedversion.pdf
7		S147-12-AR-1	SCH	SCHEDULE PAGE	Initial:	0.000	S147-12-AR-1_filedversion.pdf
8		S147-12-AR-3	SCH	SCHEDULE PAGE	Initial:	0.000	S147-12-AR-3_filedversion.pdf
9		S147-12-AR-5	SCH	SCHEDULE PAGE	Initial:	0.000	S147-12-AR-5_filedversion.pdf
10		S147-12-AR-7	SCH	SCHEDULE PAGE	Initial:	0.000	S147-12-AR-7_filedversion.pdf
11		S147-12-AR-7MVA	SCH	SCHEDULE PAGE	Initial:	0.000	S147-12-AR-7MVA_filedversion.pdf
12		212-10X	AEF	APPLICATION	Initial:	50.000	212-10X_filedversion.pdf

State:	Arkansas	Filing Company:	Western National Life Insurance Company
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium		
Product Name:	S146-12-AR and S2147-12-AR		
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR		

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

SINGLE PREMIUM DEFERRED ANNUITY POLICY

Western National Life Insurance Company (referred to in this annuity policy as "We") has issued this policy in consideration of Your application and single premium.

Interest earned on Your single premium will accumulate until it is withdrawn or applied to an income plan. Income payments made according to the income plan selected will begin on the Annuity Date.

The Owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of permitted amounts are subject to a decreasing early withdrawal charge for five years after the Policy date. The early withdrawal charge is equal to the percentage shown below of the amount of premium withdrawn which exceeds permitted free withdrawals.

Policy Year	1	2	3	4	5	Thereafter
Charge	8%	8%	7%	5%	3%	0%

See *Withdrawals*, beginning on page 6, for additional information.

[]

[**SECRETARY**]

]

[**PRESIDENT**]

Policy Number: [H123456]

Policy Date: [01/01/2012]

Single Premium Payment: [\$10,000]

Annuity Date: [01/01/2012]

Annuitant: [John Doe]

Age at Issue: [35]

Read Your policy carefully. This annuity policy explains how Your annuity works, and is a legal contract between You and Western National Life Insurance Company.

RIGHT TO VOID: If, after reading the policy You are not satisfied for any reason, You may return the policy to Us or any agent authorized by Us within twenty days (thirty days if this policy is issued as a replacement) after receiving it. We will refund any premium paid and the policy will then be void.

The Arkansas Insurance Department is located at 1200 West Third Street, Little Rock, AR 72201-1904. 1-800-852-5494. www.insurance.arkansas.gov.

**SINGLE PREMIUM DEFERRED ANNUITY
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING – DIVIDENDS ARE NOT PAYABLE**

CONTENTS

	Page
SCHEDULE PAGE.....	2
DEFINITIONS.....	4
OWNER.....	4
JOINT OWNER.....	4
ANNUITANT.....	4
BENEFICIARY.....	4
CHANGES TO OWNER, ANNUITANT OR BENEFICIARY.....	5
POLICY VALUES.....	5
WITHDRAWALS.....	6
INCOME PLANS.....	7
DEATH BENEFITS.....	8
GENERAL INFORMATION.....	9
ACCUMULATION TABLE.....	10
MINIMUM MONTHLY INCOME PLAN VALUE.....	11
ANNUITY APPLICATION.....	Attached

DEFINITIONS:

Annuity Date: The date income payments will begin.

Annuity Value: The Annuity Value equals the single premium received, plus any interest earned, minus any applicable premium tax, minus any previous withdrawals and related early withdrawal charges.

Annuitant: The natural person to whom income payments will be made.

Owner: The primary Owner and any Joint Owner, collectively.

Policy Date: The date this policy was issued and the date on which the single premium began earning interest.

We, Us, Our: Western National Life Insurance Company.

Withdrawal Value: The amount You would receive upon a full withdrawal of Your Policy. The Withdrawal Value equals the Annuity Value after any applicable withdrawal charges have been deducted.

You, Your: The Owner.

OWNER

The Owner is the person or entity entitled to the ownership rights stated by this policy.

As the Owner, You have the right to:

- Name a different Owner.
- Assign Your interest in the policy to another person.
- Name or change the beneficiary.
- Withdraw money from Your annuity.
- Select an income plan and specify its start date. (See *Income Plans* on page 7 for details).
- Receive the annuity income payments once the income plan has been established.

- Terminate Your annuity and receive the Withdrawal Value.

JOINT OWNER

If this policy is non-qualified, it may be owned by Joint Owners. Upon the death of either Owner, the surviving Joint Owner will be the primary beneficiary. If another result is desired, the Owners may specifically designate that a surviving Joint Owner will not be the primary beneficiary.

ANNUITANT

An Annuitant is a "measuring life" and has the following effects on the annuity:

- If You choose an income plan that guarantees payments for life, the age and sex of the Annuitant is used to calculate the income amounts, unless unisex mortality factors apply to Your policy. (See *Employer-Sponsored Plans* on page 9 for more information).
- If the Annuitant dies before an income plan begins, the Owner may designate a new Annuitant, subject to Our underwriting rules then in effect. If the Owner is not a natural person, the death of the Annuitant will be treated as the death of the Owner.
- If the Annuitant dies after an income plan begins, income payments will end unless the income plan chosen calls for payments to continue after death.

BENEFICIARY

The beneficiary is the person or persons who will receive payment if:

- The Owner dies before an income plan has started, or
- The Annuitant dies while payments are being made under an income plan that calls for payments to continue after the Annuitant's death.

See the *Joint Owner* provision above for its effect on the beneficiary.

If no beneficiary is living when the money becomes payable due to death, We will pay the Owner or Owner's estate.

CHANGES TO OWNER, ANNUITANT OR BENEFICIARY

Beneficiary. If You make a beneficiary change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

Annuitant. The Annuitant is the person designated by the Owner in the application, unless changed prior to the Annuity Date. The Annuitant may only be changed prior to the Annuity Date as follows:

- If the Owner is a natural person, he or she may change the Annuitant upon the death of an Annuitant who is not the Owner; or
- An Owner who is a natural person and who is not the Annuitant may designate himself or herself the Annuitant at the time the Owner requests an income plan in writing.
- An Owner who is not a natural person may not change the Annuitant.

Any change of the Annuitant is subject to Our underwriting rules in effect at the time the change is requested, including underwriting rules regarding the age of the Annuitant.

Assignment and Ownership. If You assign Your policy or make an ownership change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

We are not responsible for the validity of any assignment or ownership change. An assignment

or ownership change may be a taxable transaction. Consult Your tax advisor to determine any tax consequences.

POLICY VALUES

Your **Annuity Value** equals:

- The single premium received,
- plus all interest earned,
- minus any applicable premium tax (see page 9),
- minus any previous withdrawals and related early withdrawal charge.

Your **Withdrawal Value** is the amount You will receive upon a full withdrawal or surrender of Your policy. It is equal to the Annuity Value after any applicable early withdrawal charges have been deducted.

Interest

Interest is credited to Your annuity daily. All interest rates quoted are effective annual interest rates. This is the yield that results after interest has compounded daily for a full year.

We set interest rates according to the following guidelines:

- The single premium will earn interest at the interest rate and for the time period shown on Your annuity application and schedule page. Thereafter, We will declare the new rate from time to time.
- The table on page 10 shows the minimum Withdrawal Values We guarantee. These values could be greater if We pay or credit interest in excess of the guaranteed minimum interest rate.

Prior to the selection of an Income Plan, We guarantee Your effective annual interest rate will always be at least as large as the guaranteed minimum interest rate set forth in Your annuity application and on the Schedule Page, regardless of future economic conditions.

WITHDRAWALS

For the purpose of calculating permitted free withdrawals and early withdrawal charges, withdrawals will be treated as coming first from interest earnings, and as a return of premium only after earnings have been exhausted.

Permitted Free Withdrawal Option

After thirty days from the Policy Date, You may take multiple withdrawals each policy year not exceeding in total the greater of (i) the accumulated interest; or (ii) 15% of the Annuity Value as of the previous policy anniversary or the Policy Date if taken in the first year, which includes any interest credited on that date. We will not deduct from these withdrawals any early withdrawal charge. If You do not use all of the 15% free withdrawal percentage in a policy year, You may carry the remainder over to the next policy year, up to a maximum of 20% of the most recent policy anniversary Annuity Value. The maximum free withdrawal in any year may not exceed 20% of the most recent policy anniversary Annuity Value except where the accumulated interest earnings remaining in the policy exceed 20%.

Early Withdrawal Charges

An early withdrawal charge may be deducted if You withdraw more than Your permitted free withdrawal amount. The early withdrawal charge is equal to the percentage(s) shown on page 1 of the amount of premium withdrawn. After five years from the Policy Date an early withdrawal charge will not apply.

The table on page 10 shows the minimum Withdrawal Values We guarantee. These values could be greater if We pay or credit interest in excess of the guaranteed minimum interest rate.

Income Tax Consequences

Withdrawals from Your annuity may be subject to federal and state income taxes. For tax purposes,

withdrawals will be treated as coming first from interest earnings, and as a return of premium only after earnings have been exhausted. Income taxes may apply sooner if the Owner is not a natural person and if an exception to annual taxation does not apply. Income taxes may also apply sooner if You transfer all rights in this policy to another Owner or Annuitant.

The taxable portion of withdrawals taken before You reach age 59½ may be subject to an additional 10% federal income tax. This penalty tax is distinct and separate from any early withdrawal charge that may apply. If the Annuity Date is not more than one year after the Policy Date or if You begin an Income Plan with payments over Your life or life expectancy, this additional 10% tax may not apply.

Consult Your tax advisor regarding Your specific situation.

Partial Withdrawals

You may withdraw a portion of the Annuity Value any time before an income plan has begun. Withdrawal requests must be for a minimum of [\$250]. Your withdrawal, plus any early withdrawal charge as described above, will be deducted from Your Annuity Value. Your Annuity Value after a partial withdrawal must be at least [\$2,000].

Full Withdrawal/Termination

A full withdrawal will terminate Your policy. If You make a full withdrawal within five years of the Policy Date, the early withdrawal charges will apply.

Deferral of Payments

In accordance with state law, We may defer payments up to six months after receiving a request for partial or full withdrawal, subject to written approval by the insurance commissioner of the state where this policy is delivered. If We

defer payment, interest will continue to accrue until the payment is made.

INCOME PLANS

An income plan allows You to apply Your Annuity to create a guaranteed income for life or for a specified period. An income plan begins on the Annuity Date. As of the Annuity Date, the Owner and the Annuitant will be the same (Owner/Annuitant). The Owner may select either the Owner or the Annuitant to be the Owner/Annuitant, beginning on the Annuity Date, subject to the limitations described in this section and in the *Annuitant* provision of this policy.

If the Owner is a natural person, and if the Owner does not elect otherwise, the Owner will be the Owner/Annuitant on the Annuity Date. If the Owner is not a natural person, and if the Owner does not elect otherwise, the Annuitant will be the Owner/Annuitant on the Annuity Date. An Annuitant who is also a representative of an Owner that is not a natural person, such as an Annuitant who is the trustee of the trust under which the policy is held, may receive income plan payments in a representative capacity.

Any change of Owner or Annuitant can have income tax consequences, and may cause the distribution requirements in this policy to apply. We will pay the income to the Owner or a designated payee.

The amount of income paid under an income plan will depend on the amount applied to purchase the Plan, less premium tax, if any, and the income plan option selected. The minimum income plan values are based on the [A2000 Individual Annuity Valuation Table], sex distinct, with interest at [1.5%]. The attained age at annuitization will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000. The table on page 11 shows the guaranteed minimum income plan values for monthly payments. These amounts could be greater, depending on the actual interest rates and the payment frequency selected.

For each plan, the amount shown under the Annuitant's sex and age as of the Annuity Date is the minimum amount that We will pay monthly for each \$1,000 applied to purchase the plan. Upon request, We will provide information on payment amounts for other ages or for unisex mortality factors. (See *Employer-Sponsored Plans* on page 9 for more information.)

You choose the Annuity Date. The Annuity Date may be any time after three years from the Policy Date. (You may choose an earlier Annuity Date, but the early withdrawal charge will be deducted before the income payment amount is calculated.)

If You do not elect an earlier date, income payments will start when the Owner reaches age 100. The income plan options are described below. If You do not choose another income plan, We will pay according to Plan B, with payments guaranteed for ten years.

Your income plan options are:

Plan A - Life Income: Provides income payments for the Annuitant's entire lifetime. Income payments will end upon the Annuitant's death.

Plan B - Life Income with 5, 10, 15 or 20 Years Guaranteed: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the end of the guarantee period. You choose the guarantee period of 5, 10, 15 or 20 years.

Plan C - Life Income with Installment Refund: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the total amount applied to the plan has been refunded. The length of the guarantee period is calculated by dividing the amount applied to the income plan by the monthly income payment amount.

Plan D - Fixed Amount: Provides fixed amount income payments for a minimum of five years and

a maximum of 20 years in an amount elected until the amount applied is exhausted.

Plan E - Fixed Period Income: Provides equal periodic income payments for a predetermined number of years only. The fixed period may be from five to 20 years.

Payments may be made according to one of these income plans or as We otherwise agree.

At least 30 days prior to the Annuity Date, You must:

- Return this policy.
- Indicate the income plan You have elected.

After an income plan begins, Your policy will change:

- Your Annuity on the day the income plan starts will be applied to the income plan of Your choice.
- This annuity policy will be terminated and replaced with Our agreement to make periodic payments under the income plan selected.
- No further withdrawals may be made.
- Income payments will be made monthly, quarterly, semiannually or annually, as may be requested. The minimum payment is [\$50]. We will make payments less frequently if Your chosen payment schedule results in a smaller payment. We may periodically require proof that the Annuitant is still living.

DEATH BENEFITS

Death of Annuitant Before Annuity Date

If an Annuitant who is not an Owner dies before the Annuity Date, the Owner may designate a new Annuitant, subject to Our underwriting rules then in effect. If no designation is made within 30 days of the death, the Owner will become the Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner; a new Annuitant may not be chosen.

Death of Owner Before Annuity Date

The Annuity Value will be paid to the beneficiary upon the death of any Owner before an income plan begins. (If the Owner's Spouse is the sole beneficiary, there is an important exception, which is explained below.) Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be treated as the primary beneficiary (unless the Joint Owners have notified Us in writing prior to the death of a Joint Owner that the surviving Joint Owner will not be the primary beneficiary). Any other beneficiary designation on record at the time of death will be treated as a contingent beneficiary.

If We receive a claim for the death benefit and proof that the death occurred before an income plan began, We will pay the Annuity Value to the beneficiary. The beneficiary may choose to receive it:

1. In a single sum paid within five years of the date of death; or
2. Under any of the income plans described in *Income Plans* on page 7. In this case, the beneficiary functions as the Owner and Annuitant and may choose a new beneficiary. The income must start no later than one year after the date of death. In addition, the income must be over a period, which does not exceed the life or life expectancy of the beneficiary. Income plan options are available only if the beneficiary is a natural person.

Surviving Spouse Exception: If the Owner's spouse is the sole beneficiary, upon the death of the Owner, the surviving spouse may, upon request, become the Owner and Annuitant of the policy, continuing the policy. Otherwise, the surviving spouse may select an income plan option or request that We pay the Annuity Value in a single sum.

The Annuity Value will continue to earn interest until the date one of the above options goes into effect. If We do not receive a written notice of the option selected within 60 days after We receive

acceptable proof of death, the Annuity Value will be paid as a single sum.

Death After Annuity Date

If the Annuitant dies while payments are being made under an income plan, those payments will end unless the income plan chosen calls for payments to continue after the Annuitant's death. These payments will be made at least as rapidly as they were being made at the time of death.

GENERAL INFORMATION

The Contract. The annuity policy, schedule page, Your application, and any riders or endorsements constitute the entire contract. All statements made in the application are, in the absence of fraud, representations and not warranties.

Your Application. By signing the annuity application You agree that:

- All the statements and answers given by You on the application are true and complete to the best of Your knowledge.

A copy of the application is provided to You as part of this annuity policy.

Misstatement of Age or Sex. You will, upon request, provide proof of the Annuitant's birth date and sex. If the birth date or sex has been previously misstated, income amounts will be adjusted to the proper amounts for the true age or sex.

Changes. No change will be made that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, We may modify the policy so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your policy.

Only an officer of Western National Life Insurance Company may modify any annuity policy or waive any requirement in the application. Any changes must be in writing and signed by an authorized officer.

Nonparticipating. This annuity policy pays no dividends and has no voting rights.

Incontestable. This annuity policy is incontestable.

Employer-Sponsored Plans. This annuity policy will have unisex mortality factors applied to its income plan if the policy is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

Applicable Law. This annuity policy is governed by the laws of the state in which it is delivered. All Annuity Values, Withdrawal Values, paid-up annuities or death benefits available from this annuity policy are at least equal to those required by that state.

Annual Statement. We will send You a statement showing Your Annuity Value, Your Withdrawal Value and the activity in Your annuity at least once each policy year until You start an income plan.

Premium Tax. Some states charge a premium tax on annuities. If a premium tax is due, We may find it necessary to deduct the tax from the sum of Your premium payments, or from Your Annuity Value at the time of withdrawal or when the Annuity Value is applied to an income plan.

ACCUMULATION TABLE

GUARANTEED VALUES*

End of Policy Year	Annuity Value Increase	Annuity Value End of Year	Withdrawal Value
1	[10,100	10,100	9,412
2	101	10,201	9,547
3	102	10,303	9,725
4	103	10,406	9,989
5	104	10,510	10,257
6	105	10,615	10,615
7	106	10,721	10,721
8	107	10,829	10,829
9	108	10,937	10,937
10	109	11,046	11,046
11	110	11,157	11,157
12	112	11,268	11,268
13	113	11,381	11,381
14	114	11,495	11,495
15	115	11,610	11,610
16	116	11,726	11,726
17	117	11,843	11,843
18	118	11,961	11,961
19	120	12,081	12,081
20	121	12,202	12,202
21	122	12,324	12,324
22	123	12,447	12,447
23	124	12,572	12,572
24	126	12,697	12,697
25	127	12,824	12,824
26	128	12,953	12,953
27	130	13,082	13,082
28	131	13,213	13,213
29	132	13,345	13,345
30	133	13,478	13,478
31	135	13,613	13,613
32	136	13,749	13,749
33	137	13,887	13,887
34	139	14,026	14,026
35	140	14,166	14,166
36	142	14,308	14,308
37	143	14,451	14,451
38	145	14,595	14,595
39	146	14,741	14,741
40	147	14,889	14,889]

* Values shown assume:

- A \$10,000 single premium payment at the beginning of the first policy year;
- The guaranteed minimum interest rate of [1.0%] for all applicable years;
- No prior withdrawals.

MINIMUM MONTHLY INCOME PLAN PAYMENTS
PER \$1,000 OF ANNUITY VALUE USED TO PURCHASE AN INCOME PLAN

	PLAN A, B and C TABLES												PLAN E TABLE	
Attained Age of Payee When First Installment is Payable	MALE and FEMALE												No. of Years Payable	Fixed Period Income
	PLAN A Life Income		PLAN B Life Income with Guaranteed Period								PLAN C Life Income with Installment Refund			
			5 years		10 years		15 years		20 years					
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
50	[\$3.28	\$3.03	\$3.27	\$3.03	\$3.25	\$3.02	\$3.22	\$3.00	\$3.17	\$2.98	\$3.05	\$2.89	5	\$17.28
51	3.35	3.09	3.34	3.09	3.32	3.08	3.29	3.06	3.23	3.03	3.10	2.94	6	14.51
52	3.42	3.16	3.42	3.15	3.40	3.14	3.36	3.12	3.29	3.09	3.16	2.99	7	12.53
53	3.50	3.22	3.50	3.22	3.47	3.21	3.43	3.19	3.35	3.15	3.22	3.04	8	11.04
54	3.59	3.30	3.58	3.29	3.55	3.28	3.50	3.25	3.42	3.21	3.28	3.10	9	9.89
55	3.68	3.37	3.67	3.37	3.64	3.35	3.58	3.32	3.48	3.27	3.35	3.16	10	8.96
56	3.77	3.45	3.76	3.45	3.72	3.43	3.66	3.39	3.55	3.33	3.41	3.22	11	8.21
57	3.87	3.54	3.86	3.53	3.82	3.51	3.74	3.47	3.62	3.40	3.48	3.29	12	7.58
58	3.98	3.63	3.96	3.62	3.91	3.60	3.83	3.55	3.69	3.47	3.56	3.36	13	7.05
59	4.09	3.72	4.07	3.72	4.02	3.69	3.92	3.63	3.75	3.54	3.63	3.43	14	6.59
60	4.21	3.82	4.19	3.81	4.13	3.78	4.01	3.72	3.83	3.62	3.71	3.50	15	6.20
61	4.33	3.93	4.31	3.92	4.24	3.88	4.10	3.81	3.90	3.69	3.80	3.58	16	5.85
62	4.47	4.05	4.44	4.03	4.36	3.99	4.20	3.90	3.146	3.77	3.88	3.66	17	5.55
63	4.61	4.17	4.58	4.15	4.49	4.10	4.30	4.00	4.04	3.84	3.98	3.75	18	5.27
64	4.77	4.30	4.73	4.28	4.62	4.22	4.41	4.11	4.11	3.92	4.07	3.84	19	5.03
65	4.93	4.43	4.89	4.41	4.76	4.34	4.51	4.21	4.17	4.00	4.18	3.93	20	4.81]
66	5.11	4.58	5.06	4.56	4.90	4.48	4.62	4.32	4.24	4.07	4.28	4.03		
67	5.29	4.74	5.24	4.71	5.05	4.62	4.73	4.43	4.30	4.15	4.39	4.14		
68	5.49	4.91	5.42	4.88	5.20	4.76	4.83	4.55	4.36	4.22	4.51	4.25		
69	5.70	5.09	5.62	5.05	5.36	4.92	4.94	4.66	4.42	4.29	4.63	4.37		
70	5.93	5.29	5.83	5.24	5.53	5.08	5.05	4.78	4.47	4.36	4.76	4.49		
71	6.17	5.50	6.06	5.44	5.70	5.25	5.15	4.90	4.52	4.42	4.90	4.62		
72	6.43	5.73	6.29	5.66	5.87	5.43	5.25	5.02	4.56	4.48	5.04	4.76		
73	6.70	5.146	6.54	5.89	6.05	5.62	5.35	5.14	4.60	4.53	5.19	4.90		
74	7.00	6.24	6.80	6.14	6.23	5.81	5.44	5.25	4.64	4.58	5.34	5.06		
75	7.31	6.53	7.08	6.41	6.42	6.01	5.53	5.36	4.67	4.62	5.51	5.22		

All values shown are based on an interest rate of [1.5%].



[205 East 10th Avenue
Amarillo, Texas 79101
Telephone 800.424.4990]

SINGLE PREMIUM DEFERRED ANNUITY POLICY

**SINGLE PREMIUM DEFERRED ANNUITY
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING – DIVIDENDS ARE NOT PAYABLE**

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

[One Year Guarantee:

Current Rate: [1.05%]

Interest Rate Enhancement: [1.00%]

[Interest Rate Enhancement for single premium of \$100,000 or more:1.00%]

Total One Year Current Rate: [3.05%]

[One Year Guarantee:

Current Rate Year 1: [1.05%]

The guaranteed minimum interest rate for the life of your contract is [**1.00%**].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

[Three Year Guarantee:

Current Rate: [1.25%]

Interest Rate Enhancement: [.30%]

[Interest Rate Enhancement for single premium of \$100,000 or more: 1.00%]

Total Three Year Current Rate: [2.55%]

[Three Year Guarantee:

Current Rate Years 1-3: [1.25%]

The guaranteed minimum interest rate for the life of your contract is [**1.00%**].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

Five Year Guarantee:

Current Rate Years 1-5: [1.20%]

The guaranteed minimum interest rate for the life of your contract is [1.00%].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The initial interest rate on the single premium is guaranteed during the MVA Term as follows:

Policy Years 1 through 5: [2.00%]

After the MVA Term expires, the annuity will earn a rate of interest that will be declared in advance, but in no event will the rate be less than the Guaranteed Minimum Interest Rate shown above.

SINGLE PREMIUM DEFERRED ANNUITY POLICY

Western National Life Insurance Company (referred to in this annuity policy as "We") has issued this policy in consideration of Your application and single premium.

Interest earned on Your single premium will accumulate until it is withdrawn or applied to an income plan. Income payments made according to the income plan selected will begin on the Annuity Date.

The Owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of permitted amounts are subject to a decreasing early withdrawal charge for seven years after the Policy date. The early withdrawal charge is equal to the percentage shown below of the amount of premium withdrawn which exceeds permitted free withdrawals.

Policy Years	1	2	3	4	5	6	7	Thereafter
Charge	7%	7%	7%	6%	5%	4%	3%	0%

See *Withdrawals*, beginning on page 6, for additional information.

[]

[SECRETARY]

]

[PRESIDENT]

Policy Number: [H123456]

Policy Date: [01/01/2012]

Single Premium Payment: [\$10,000]

Annuity Date: [01/01/2042]

Annuitant: [John Doe]

Age at Issue: [35]

Read Your policy carefully. This annuity policy explains how Your annuity works, and is a legal contract between You and Western National Life Insurance Company.

RIGHT TO VOID: If, after reading the policy You are not satisfied for any reason, You may return the policy to Us or any agent authorized by Us within twenty days (thirty days if this policy is issued as a replacement) after receiving it. We will refund any premium paid and the policy will then be void.

The Arkansas Insurance Department is located at 1200 West Third Street, Little Rock, AR 72201-1904. 1-800-852-5494. www.insurance.arkansas.gov.

**SINGLE PREMIUM DEFERRED ANNUITY
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING – DIVIDENDS ARE NOT PAYABLE**

CONTENTS

	Page
SCHEDULE PAGE.....	2
DEFINITIONS.....	4
OWNER.....	4
JOINT OWNER.....	4
ANNUITANT.....	4
BENEFICIARY.....	4
CHANGES TO OWNER, ANNUITANT OR BENEFICIARY.....	5
POLICY VALUES.....	5
WITHDRAWALS.....	6
INCOME PLANS.....	7
DEATH BENEFITS.....	8
GENERAL INFORMATION.....	9
ACCUMULATION TABLE.....	10
MINIMUM MONTHLY INCOME PLAN VALUE.....	11
ANNUITY APPLICATION.....	Attached

DEFINITIONS:

Annuity Date: The date income payments will begin.

Annuity Value: The Annuity Value equals the single premium received, plus any interest earned, minus any applicable premium tax, minus any previous withdrawals and related early withdrawal charges.

Annuitant: The natural person to whom income payments will be made.

Owner: The primary Owner and any Joint Owner, collectively.

Policy Date: The date this policy was issued and the date on which the single premium began earning interest.

We, us, our: Western National Life Insurance Company.

Withdrawal Value: The amount You would receive upon a full withdrawal of Your Policy. The Withdrawal Value equals the Annuity Value after any applicable withdrawal charges have been deducted.

You, Your: The Owner.

OWNER

The Owner is the person or entity entitled to the ownership rights stated by this policy.

As the Owner, You have the right to:

- Name a different Owner.
- Assign Your interest in the policy to another person.
- Name or change the beneficiary.
- Withdraw money from Your annuity.
- Select an income plan and specify its start date. (See *Income Plans* on page 7 for details).
- Receive the annuity income payments once the income plan has been established.

- Terminate Your annuity and receive the Withdrawal Value.

JOINT OWNER

If this policy is non-qualified, it may be owned by Joint Owners. Upon the death of either Owner, the surviving Joint Owner will be the primary beneficiary. If another result is desired, the Owners may specifically designate that a surviving Joint Owner will not be the primary beneficiary.

ANNUITANT

An Annuitant is a "measuring life" and has the following effects on the annuity:

- If You choose an income plan that guarantees payments for life, the age and sex of the Annuitant is used to calculate the income amounts, unless unisex mortality factors apply to Your policy. (See *Employer-Sponsored Plans* on page 9 for more information).
- If the Annuitant dies before an income plan begins, the Owner may designate a new Annuitant, subject to our underwriting rules then in effect. If the Owner is not a natural person, the death of the Annuitant will be treated as the death of the Owner.
- If the Annuitant dies after an income plan begins, income payments will end unless the income plan chosen calls for payments to continue after death.

BENEFICIARY

The beneficiary is the person or persons who will receive payment if:

- The Owner dies before an income plan has started, or
- The Annuitant dies while payments are being made under an income plan that calls for payments to continue after the Annuitant's death.

See the *Joint Owner* provision above for its effect on the beneficiary.

If no beneficiary is living when the money becomes payable due to death, We will pay the Owner or Owner's estate.

CHANGES TO OWNER, ANNUITANT OR BENEFICIARY

Beneficiary. If You make a beneficiary change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

Annuitant. The Annuitant is the person designated by the Owner in the application, unless changed prior to the Annuity Date. The Annuitant may only be changed prior to the Annuity Date as follows:

- If the Owner is a natural person, he or she may change the Annuitant upon the death of an Annuitant who is not the Owner; or
- An Owner who is a natural person and who is not the Annuitant may designate himself or herself the Annuitant at the time the Owner requests an income plan in writing.
- An Owner who is not a natural person may not change the Annuitant.

Any change of the Annuitant is subject to our underwriting rules in effect at the time the change is requested, including underwriting rules regarding the age of the Annuitant.

Assignment and Ownership. If You assign Your policy or make an ownership change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

We are not responsible for the validity of any assignment or ownership change. An assignment

or ownership change may be a taxable transaction. Consult Your tax advisor to determine any tax consequences.

POLICY VALUES

Your **Annuity Value** equals:

- The single premium received,
- plus all interest earned,
- minus any applicable premium tax (see page 9),
- minus any previous withdrawals and related early withdrawal charge.

Your **Withdrawal Value** is the amount You will receive upon a full withdrawal or surrender of Your policy. It is equal to the Annuity Value after any applicable early withdrawal charges have been deducted.

Interest

Interest is credited to Your annuity daily. All interest rates quoted are effective annual interest rates. This is the yield that results after interest has compounded daily for a full year.

We set interest rates according to the following guidelines:

- The single premium will earn interest at the interest rate and for the time period shown on Your annuity application and schedule page. Thereafter, We will declare the new rate from time to time.
- The table on page 10 shows the minimum Withdrawal Values We guarantee. These values could be greater if We pay or credit interest in excess of the guaranteed minimum interest rate.

Prior to the selection of an Income Plan, We guarantee Your effective annual interest rate will always be at least as large as the guaranteed minimum interest rate set forth in Your annuity application and on the Schedule Page, regardless of future economic conditions.

WITHDRAWALS

For the purpose of calculating permitted free withdrawals and early withdrawal charges, withdrawals will be treated as coming first from interest earnings, and as a return of premium only after earnings have been exhausted.

Permitted Free Withdrawal Option

After thirty days from the Policy Date, You may take multiple withdrawals each policy year not exceeding in total the greater of (i) the accumulated interest; or (ii) 15% of the Annuity Value as of the previous policy anniversary or the Policy Date if taken in the first year, which includes any interest credited on that date. We will not deduct from these withdrawals any early withdrawal charge. If You do not use all of the 15% free withdrawal percentage in a policy year, You may carry the remainder over to the next policy year, up to a maximum of 20% of the most recent policy anniversary Annuity Value. The maximum free withdrawal in any year may not exceed 20% of the most recent policy anniversary Annuity Value except where the accumulated interest earnings remaining in the policy exceed 20%.

Early Withdrawal Charges

An early withdrawal charge may be deducted if You withdraw more than Your permitted free withdrawal amount. The early withdrawal charge is equal to the percentage(s) shown on page 1 of the amount of premium withdrawn. After seven years from the Policy Date an early withdrawal charge will not apply.

The table on page 10 shows the minimum Withdrawal Values We guarantee. These values could be greater if We pay or credit interest in excess of the guaranteed minimum interest rate.

Income Tax Consequences

Withdrawals from Your annuity may be subject to federal and state income taxes. For tax purposes,

withdrawals will be treated as coming first from interest earnings, and as a return of premium only after earnings have been exhausted. Income taxes may apply sooner if the Owner is not a natural person and if an exception to annual taxation does not apply. Income taxes may also apply sooner if You transfer all rights in this policy to another Owner or Annuitant.

The taxable portion of withdrawals taken before You reach age 59½ may be subject to an additional 10% federal income tax. This penalty tax is distinct and separate from any early withdrawal charge that may apply. If the Annuity Date is not more than one year after the Policy Date or if You begin an Income Plan with payments over Your life or life expectancy, this additional 10% tax may not apply.

Consult Your tax advisor regarding Your specific situation.

Partial Withdrawals

You may withdraw a portion of the Annuity Value any time before an income plan has begun. Withdrawal requests must be for a minimum of [\$250]. Your withdrawal, plus any early withdrawal charge as described above, will be deducted from Your Annuity Value. Your Annuity Value after a partial withdrawal must be at least [\$2,000].

Full Withdrawal/Termination

A full withdrawal will terminate Your policy. If You make a full withdrawal within seven years of the Policy Date, the early withdrawal charges will apply.

Deferral of Payments

In accordance with state law, We may defer payments up to six months after receiving a request for partial or full withdrawal, subject to written approval by the insurance commissioner of the state where this policy is delivered. If We

defer payment, interest will continue to accrue until the payment is made.

INCOME PLANS

An income plan allows You to apply Your Annuity to create a guaranteed income for life or for a specified period. An income plan begins on the Annuity Date. As of the Annuity Date, the Owner and the Annuitant will be the same (Owner/Annuitant). The Owner may select either the Owner or the Annuitant to be the Owner/Annuitant, beginning on the Annuity Date, subject to the limitations described in this section and in the *Annuitant* provision of this policy.

If the Owner is a natural person, and if the Owner does not elect otherwise, the Owner will be the Owner/Annuitant on the Annuity Date. If the Owner is not a natural person, and if the Owner does not elect otherwise, the Annuitant will be the Owner/Annuitant on the Annuity Date. An Annuitant who is also a representative of an Owner that is not a natural person, such as an Annuitant who is the trustee of the trust under which the policy is held, may receive income plan payments in a representative capacity.

Any change of Owner or Annuitant can have income tax consequences, and may cause the distribution requirements in this policy to apply. We will pay the income to the Owner or a designated payee.

The amount of income paid under an income plan will depend on the amount applied to purchase the Plan, less premium tax, if any, and the income plan option selected. The minimum income plan values are based on the [A2000 Individual Annuity Valuation Table], sex distinct, with interest at [1.5%]. The attained age at annuitization will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000. The table on page 11 shows the guaranteed minimum income plan values for monthly payments. These amounts could be greater, depending on the actual interest rates and the payment frequency selected.

For each plan, the amount shown under the Annuitant's sex and age as of the Annuity Date is the minimum amount that We will pay monthly for each \$1,000 applied to purchase the plan. Upon request, We will provide information on payment amounts for other ages or for unisex mortality factors. (See *Employer-Sponsored Plans* on page 9 for more information.)

You choose the Annuity Date. The Annuity Date may be any time after three years from the Policy Date. (You may choose an earlier Annuity Date, but the early withdrawal charge will be deducted before the income payment amount is calculated.)

If You do not elect an earlier date, income payments will start when the Owner reaches age 100. The income plan options are described below. If You do not choose another income plan, We will pay according to Plan B, with payments guaranteed for ten years.

Your income plan options are:

Plan A - Life Income: Provides income payments for the Annuitant's entire lifetime. Income payments will end upon the Annuitant's death.

Plan B - Life Income with 5, 10, 15 or 20 Years Guaranteed: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the end of the guarantee period. You choose the guarantee period of 5, 10, 15 or 20 years.

Plan C - Life Income with Installment Refund: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the total amount applied to the plan has been refunded. The length of the guarantee period is calculated by dividing the amount applied to the income plan by the monthly income payment amount.

Plan D - Fixed Amount: Provides fixed amount income payments for a minimum of five years and

a maximum of 20 years in an amount elected until the amount applied is exhausted.

Plan E - Fixed Period Income: Provides equal periodic income payments for a predetermined number of years only. The fixed period may be from five to 20 years.

Payments may be made according to one of these income plans or as We otherwise agree.

At least 30 days prior to the Annuity Date, You must:

- Return this policy.
- Indicate the income plan You have elected.

After an income plan begins, Your policy will change:

- Your Annuity on the day the income plan starts will be applied to the income plan of Your choice.
- This annuity policy will be terminated and replaced with our agreement to make periodic payments under the income plan selected.
- No further withdrawals may be made.
- Income payments will be made monthly, quarterly, semiannually or annually, as may be requested. The minimum payment is [\$50]. We will make payments less frequently if Your chosen payment schedule results in a smaller payment. We may periodically require proof that the Annuitant is still living.

DEATH BENEFITS

Death of Annuitant Before Annuity Date

If an Annuitant who is not an Owner dies before the Annuity Date, the Owner may designate a new Annuitant, subject to our underwriting rules then in effect. If no designation is made within 30 days of the death, the Owner will become the Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner; a new Annuitant may not be chosen.

Death of Owner Before Annuity Date

The Annuity Value will be paid to the beneficiary upon the death of any Owner before an income plan begins. (If the Owner's Spouse is the sole beneficiary, there is an important exception, which is explained below.) Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be treated as the primary beneficiary (unless the Joint Owners have notified Us in writing prior to the death of a Joint Owner that the surviving Joint Owner will not be the primary beneficiary). Any other beneficiary designation on record at the time of death will be treated as a contingent beneficiary.

If We receive a claim for the death benefit and proof that the death occurred before an income plan began, We will pay the Annuity Value to the beneficiary. The beneficiary may choose to receive it:

1. In a single sum paid within five years of the date of death; or
2. Under any of the income plans described in *Income Plans* on page 7. In this case, the beneficiary functions as the Owner and Annuitant and may choose a new beneficiary. The income must start no later than one year after the date of death. In addition, the income must be over a period, which does not exceed the life or life expectancy of the beneficiary. Income plan options are available only if the beneficiary is a natural person.

Surviving Spouse Exception: If the Owner's spouse is the sole beneficiary, upon the death of the Owner, the surviving spouse may, upon request, become the Owner and Annuitant of the policy, continuing the policy. Otherwise, the surviving spouse may select an income plan option or request that We pay the Annuity Value in a single sum.

The Annuity Value will continue to earn interest until the date one of the above options goes into effect. If We do not receive a written notice of the option selected within 60 days after We receive

acceptable proof of death, the Annuity Value will be paid as a single sum.

Death After Annuity Date

If the Annuitant dies while payments are being made under an income plan, those payments will end unless the income plan chosen calls for payments to continue after the Annuitant's death. These payments will be made at least as rapidly as they were being made at the time of death.

GENERAL INFORMATION

The Contract. The annuity policy, schedule page, Your application, and any riders or endorsements constitute the entire contract. All statements made in the application are, in the absence of fraud, representations and not warranties.

Your Application. By signing the annuity application You agree that:

- All the statements and answers given by You on the application are true and complete to the best of Your knowledge.

A copy of the application is provided to You as part of this annuity policy.

Misstatement of Age or Sex. You will, upon request, provide proof of the Annuitant's birth date and sex. If the birth date or sex has been previously misstated, income amounts will be adjusted to the proper amounts for the true age or sex.

Changes. No change will be made that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, We may modify the policy so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your policy.

Only an officer of Western National Life Insurance Company may modify any annuity policy or waive any requirement in the application. Any changes must be in writing and signed by an authorized officer.

Nonparticipating. This annuity policy pays no dividends and has no voting rights.

Incontestable. This annuity policy is incontestable.

Employer-Sponsored Plans. This annuity policy will have unisex mortality factors applied to its income plan if the policy is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

Applicable Law. This annuity policy is governed by the laws of the state in which it is delivered. All Annuity Values, Withdrawal Values, paid-up annuities or death benefits available from this annuity policy are at least equal to those required by that state.

Annual Statement. We will send You a statement showing Your Annuity Value, Your Withdrawal Value and the activity in Your annuity at least once each policy year until You start an income plan.

Premium Tax. Some states charge a premium tax on annuities. If a premium tax is due, We may find it necessary to deduct the tax from the sum of Your premium payments, or from Your Annuity Value at the time of withdrawal or when the Annuity Value is applied to an income plan.

ACCUMULATION TABLE

GUARANTEED VALUES*

End of Policy Year 1	Annuity Value Increase [10,100	Annuity Value End of Year 10,100	Withdrawal Value 9,498
2	101	10,201	9,628
3	102	10,303	9,725
4	103	10,406	9,905
5	104	10,510	10,089
6	105	10,615	10,275
7	106	10,721	10,463
8	107	10,829	10,829
9	108	10,937	10,937
10	109	11,046	11,046
11	110	11,157	11,157
12	112	11,268	11,268
13	113	11,381	11,381
14	114	11,495	11,495
15	115	11,610	11,610
16	116	11,726	11,726
17	117	11,843	11,843
18	118	11,961	11,961
19	120	12,081	12,081
20	121	12,202	12,202
21	122	12,324	12,324
22	123	12,447	12,447
23	124	12,572	12,572
24	126	12,697	12,697
25	127	12,824	12,824
26	128	12,953	12,953
27	130	13,082	13,082
28	131	13,213	13,213
29	132	13,345	13,345
30	133	13,478	13,478
31	135	13,613	13,613
32	136	13,749	13,749
33	137	13,887	13,887
34	139	14,026	14,026
35	140	14,166	14,166
36	142	14,308	14,308
37	143	14,451	14,451
38	145	14,595	14,595
39	146	14,741	14,741
40	147	14,889	14,889]

* Values shown assume:

- A \$10,000 single premium payment at the beginning of the first policy year;
- The guaranteed minimum interest rate of [1.0%] for all applicable years;
- No prior withdrawals.

MINIMUM MONTHLY INCOME PLAN PAYMENTS
PER \$1,000 OF ANNUITY VALUE USED TO PURCHASE AN INCOME PLAN

	PLAN A, B and C TABLES												PLAN E TABLE	
Attained Age of Payee When First Installment is Payable	MALE and FEMALE												No. of Years Payable	Fixed Period Income
	PLAN A Life Income		PLAN B Life Income with Guaranteed Period								PLAN C Life Income with Installment Refund			
			5 years		10 years		15 years		20 years					
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
50	[\$3.28	\$3.03	\$3.27	\$3.03	\$3.25	\$3.02	\$3.22	\$3.00	\$3.17	\$2.147	\$3.05	\$2.89	5	\$17.28
51	3.35	3.09	3.34	3.09	3.32	3.08	3.29	3.06	3.23	3.03	3.10	2.94	6	14.51
52	3.42	3.16	3.42	3.15	3.40	3.14	3.36	3.12	3.29	3.09	3.16	2.99	7	12.53
53	3.50	3.22	3.50	3.22	3.47	3.21	3.43	3.19	3.35	3.15	3.22	3.04	8	11.04
54	3.59	3.30	3.58	3.29	3.55	3.28	3.50	3.25	3.42	3.21	3.28	3.10	9	9.89
55	3.68	3.37	3.67	3.37	3.64	3.35	3.58	3.32	3.48	3.27	3.35	3.16	10	8.96
56	3.77	3.45	3.76	3.45	3.72	3.43	3.66	3.39	3.55	3.33	3.41	3.22	11	8.21
57	3.87	3.54	3.86	3.53	3.82	3.51	3.74	3.47	3.62	3.40	3.48	3.29	12	7.58
58	3.147	3.63	3.96	3.62	3.91	3.60	3.83	3.55	3.69	3.47	3.56	3.36	13	7.05
59	4.09	3.72	4.07	3.72	4.02	3.69	3.92	3.63	3.75	3.54	3.63	3.43	14	6.59
60	4.21	3.82	4.19	3.81	4.13	3.78	4.01	3.72	3.83	3.62	3.71	3.50	15	6.20
61	4.33	3.93	4.31	3.92	4.24	3.88	4.10	3.81	3.90	3.69	3.80	3.58	16	5.85
62	4.47	4.05	4.44	4.03	4.36	3.99	4.20	3.90	3.97	3.77	3.88	3.66	17	5.55
63	4.61	4.17	4.58	4.15	4.49	4.10	4.30	4.00	4.04	3.84	3.147	3.75	18	5.27
64	4.77	4.30	4.73	4.28	4.62	4.22	4.41	4.11	4.11	3.92	4.07	3.84	19	5.03
65	4.93	4.43	4.89	4.41	4.76	4.34	4.51	4.21	4.17	4.00	4.18	3.93	20	4.81]
66	5.11	4.58	5.06	4.56	4.90	4.48	4.62	4.32	4.24	4.07	4.28	4.03		
67	5.29	4.74	5.24	4.71	5.05	4.62	4.73	4.43	4.30	4.15	4.39	4.14		
68	5.49	4.91	5.42	4.88	5.20	4.76	4.83	4.55	4.36	4.22	4.51	4.25		
69	5.70	5.09	5.62	5.05	5.36	4.92	4.94	4.66	4.42	4.29	4.63	4.37		
70	5.93	5.29	5.83	5.24	5.53	5.08	5.05	4.78	4.47	4.36	4.76	4.49		
71	6.17	5.50	6.06	5.44	5.70	5.25	5.15	4.90	4.52	4.42	4.90	4.62		
72	6.43	5.73	6.29	5.66	5.87	5.43	5.25	5.02	4.56	4.48	5.04	4.76		
73	6.70	5.97	6.54	5.89	6.05	5.62	5.35	5.14	4.60	4.53	5.19	4.90		
74	7.00	6.24	6.80	6.14	6.23	5.81	5.44	5.25	4.64	4.58	5.34	5.06		
75	7.31	6.53	7.08	6.41	6.42	6.01	5.53	5.36	4.67	4.62	5.51	5.22		

All values shown are based on an interest rate of [1.5%].



[205 East 10th Avenue
Amarillo, Texas 79101
Telephone 800.424.4990]

SINGLE PREMIUM DEFERRED ANNUITY POLICY

**SINGLE PREMIUM DEFERRED ANNUITY
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING – DIVIDENDS ARE NOT PAYABLE**

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

[One Year Guarantee:

Current Rate: [1.05%]

Interest Rate Enhancement: [1.00%]

[Interest Rate Enhancement for single premium of \$100,000 or more:1.00%]

Total One Year Current Rate: [3.05%]

[One Year Guarantee:

Current Rate Year 1: [1.05%]

The guaranteed minimum interest rate for the life of your contract is [**1.00%**].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

[Three Year Guarantee:

Current Rate: [1.05%]

Interest Rate Enhancement: [1.00%]

[Interest Rate Enhancement for single premium of \$100,000 or more:1.00%]

Total Three Year Current Rate: [3.05%]

[Three Year Guarantee:

Current Rate Years 1-3: [1.05%]

The guaranteed minimum interest rate for the life of your contract is [**1.00%**].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

Five Year Guarantee:

Current Rate Years 1-5: [1.20%]

The guaranteed minimum interest rate for the life of your contract is [1.00%].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The interest rate on the single premium is guaranteed as follows:

Seven Year Guarantee:

Current Rate Years 1-7: [1.20%]

The guaranteed minimum interest rate for the life of your contract is [1.00%].

SCHEDULE PAGE

Owner: [John Doe]

Joint Owner: _____

Annuitant: [John Doe]

Contract No.: [H123456]

Date of Issue: [01/01/2012]

Annuity Date: [01/01/2042]

Single Premium: [\$10,000]

Interest Rates: The initial interest rate on the single premium is guaranteed during the MVA Term as follows:

Policy Years 1 through 7: [2.00%]

After the MVA Term expires, the annuity will earn a rate of interest that will be declared in advance, but in no event will the rate be less than the Guaranteed Minimum Interest Rate shown above.



The United States Life Insurance
Company in the City of New York
Annuity Service Center
1→ [205 East 10th Avenue
Amarillo, TX 79101
Telephone: 877.289.0256]

Single Premium Deferred Fixed Annuity

2→ [☐ 5 Year ☐ 7 Year]

OWNER (All Policyholder correspondence will be sent to this address.)

Name: _____ Sex: _____ Age: _____ DOB: _____
Address: _____ Marital Status: _____ SSN: _____
Daytime Phone: _____

JOINT OWNER (Optional. Non-Qualified Annuities only.)

Name: _____ Sex: _____ Age: _____ DOB: _____
Marital Status: _____ SSN: _____ Daytime Phone: _____

ANNUITANT (If different from the Owner.) Upon the death of the Annuitant, Owner may designate a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner will become the Annuitant.

Name: _____ Sex: _____ Age: _____ DOB: _____
Address: _____ Daytime Phone: _____ SSN: _____
Relationship to Owner: _____

OWNER'S BENEFICIARY DESIGNATION – In the event of death of Owner, surviving Joint Owner becomes Primary Beneficiary.

☐ If you do not want the Joint Owner to be the Primary Beneficiary, check here and name Beneficiary below.

Primary Beneficiary: Name: _____ Relationship: _____

Contingent Beneficiary: Name: _____ Relationship: _____

INTEREST RATE (Interest is credited and compounded daily to achieve the annual rate. To achieve this rate, the premium must be left for the applicable term without any withdrawals.) The guaranteed minimum interest rate for the life of your policy is 3→ [1.00] %.

4→ [Premium Guarantee: I do ☐ do not ☐ elect the Return of Premium Guarantee.]

☒ 6→ [5/7] year MVA. The Interest Rate on the Single Premium is 5→ [2.20] % for 6→ [5] years.

PURCHASE PAYMENT

Policy Number: _____ Policy Date: _____
Single Premium Payment: \$ _____ Annuity Date: _____

PLAN TYPE (required): ☐ Non-Qualified ☐ Qualified*

Tax-Qualified Plans: ☐ Traditional IRA ☐ Roth IRA ☐ Other: _____

Check one: ☐ Initial Contribution for Tax Year _____ ☐ Transfer ☐ Rollover ☐ Roth IRA Conversion Year _____

*If I am funding a tax qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.

SIGNATURES Checks must be made payable to The United States Life Insurance Company in the City of New York.

Do you have any existing life insurance policies or annuity contracts? ☐ Yes ☐ No
Will this annuity replace, discontinue or change any existing life insurance or annuity contract issued by any company? ☐ Yes ☐ No (If yes, complete the following.) Company _____ Policy No. _____
Are you an active duty service member of the United States Armed Forces? ☐ Yes ☐ No

I understand this annuity is not federally insured. On behalf of myself and any person who may claim any interest under this policy, I represent that all statements and answers in this application to the best of my knowledge and belief are complete and true.

Please initial: _____ I am applying for a market-value adjustment annuity. I understand that amounts payable under the policy are subject to a market value adjustment and to an early distribution charge for the period specified in the policy.

Owner's Signature _____ Joint Owner's Signature (if applicable) _____
Signed at (city/state): _____ on (date): _____

REPRESENTATIVE INFORMATION

To the best of my knowledge the applicant has an existing life insurance policy or annuity contract. ☐ Yes ☐ No
Do you have any reason to believe this annuity will replace, discontinue or change any existing life insurance or annuity? ☐ Yes ☐ No
As agent, have you complied with all State Replacement Regulations and completed all required State Replacement forms? ☐ Yes ☐ No
By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.

Licensed Agent's Signature _____ Agency Name and Number _____
State Lic.#: _____ Agent#: _____
Licensed Agent (Print name) _____

SERFF Tracking #:	AGNN-128704235	State Tracking #:		Company Tracking #:	S146-12-AR AND S147-12-AR
State:	Arkansas	Filing Company:	Western National Life Insurance Company		
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium				
Product Name:	S146-12-AR and S2147-12-AR				
Project Name/Number:	SunTrust Single Premium Deferred Annuity/S146-12-AR and S147-12-AR				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
FleschCert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	SOVs		
Comments:			
Attachment(s):			
SOV-S146-12.pdf			
SOV-S147-12.pdf			
SOV_212-10X.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification of Compliance		
Comments:			
Attachment(s):			
AR-CERTofCOMP.pdf			

CERTIFICATION

WESTERN NATIONAL LIFE INSURANCE COMPANY, NAIC # 70432, hereby certifies that the following form(s) comply with the Flesch scale of readability requirements of your State and the form(s) achieve the following score:

<u>Form Number</u>	<u>Form Description</u>	<u>Flesch Score</u>
S146-12, et al	Single Premium Deferred Annuity	50
S147-12, et al	Single Premium Deferred Annuity	50
212-10X	Deferred Annuity Application	50



Tracey Harris - Vice President

September 27, 2012

Date

Western National Life Insurance Company
Statement of Variability for Forms:
S146-12, S146-12-1, S146-12-3, S146-12-5, S146-12-5MVA
September 26, 2012
Variability denoted by the use of brackets

Variable #	Form/Location	Description
1	S146-12	For administrative purposes, the location, telephone number and other annuity contact information is bracketed.
2	S146-12	For administrative purposes, the Officer signatures and titles are bracketed on the cover page of the policy.
3	S146-12-1 S146-12-3 S146-12-5 S146-12-5MVA	The current crediting rate is bracketed. Any changes to the current crediting rate will be applicable to new issues only. The current crediting rate will fluctuate due to economic circumstances. The current crediting rate will range between 1.0% and 10%. Any change outside of this range will be filed for approval with the Department prior to implementing.
4a	S146-12-1 S146-12-3	The schedule page is set up to disclose the rate information with an interest rate enhancement and an interest rate enhancement for a single premium over \$100,000. If the One Year or Three Year Guarantee includes an interest rate enhancement the schedule page will be printed only with this section. The interest rate including any enhancement is fully detailed and explained to the contract holder. Any changes to the One Year or Three Year Guarantee rate offering will be applicable to new issues only. If it becomes necessary, due to market or competitive factors to discontinue or not offer the enhancement this section will not print and 4b explained below will be printed instead.
4b	S146-12-1 S146-12-3	The schedule page is set up to disclose the rate information without any interest rate enhancement. If, due to financial and pricing considerations the One Year or Three Year Guarantee does not include an interest rate enhancement the schedule page will be printed only with this section. Any changes to the One Year or Three Year Guarantee rate offering will be applicable to new issues only.
5	S146-12-1 S146-12-3	The interest rate enhancement is bracketed. Any change to the interest rate enhancement will be applicable to new issues only. The enhancement will fluctuate due to economic circumstances. The interest rate enhancement amount will range between .10% and 5.0%. Any change outside of this range will be filed for approval with the Department prior to implementing. If it becomes necessary, due to market or competitive factors to discontinue or not offer the enhancement the Schedule Page will print with the second option which removes all enhancement references.
6	S146-12-1 S146-12-3	The interest rate enhancement for a single premium over \$100,000 is bracketed. Any changes to the interest rate enhancement for a single premium over \$100,000 will be applicable to new issues only. In addition, if the Company decides not to offer the extra enhancement for single premiums above \$100,000 this statement will be removed from the schedule page. This enhancement amount will fluctuate due to economic circumstances. This interest rate enhancement amount will range between .10% and 5.0%. Any change outside of this range will be filed for approval with the Department prior to implementing.

Western National Life Insurance Company
Statement of Variability for Forms:
S146-12, S146-12-1, S146-12-3, S146-12-5, S146-12-5MVA
September 26, 2012
Variability denoted by the use of brackets

7	S146-12-1 S146-12-3	The total One-Year and Three-Year current rates are bracketed. These values are the total calculations of the current rate and all applicable interest rate enhancements. These total rates will vary due to the fact that the current rate and enhancement rates will fluctuate due to economic conditions.
8	S146-12 S146-12-1 S146-12-3 S146-12-5 S146-12-5MVA	The Guaranteed Minimum Interest Rate (GMIR) is subject to change and may vary from 1.00% - 3.00%. The GMIR is tied to the five-year Constant Maturity Treasury Rate. The schedule pages and the accumulation table will always print with a definitive minimum crediting rate. The accumulation table will include values for the current GMIR. Any changes to GMIR percent will affect newly issued policies only. The company's method for determining the GMIR is being submitted with this policy.
9	S146-12	<p>The minimum partial withdrawal amount, minimum remaining value after partial withdrawal, and the minimum income payment amount are denoted as variable by the use of brackets. Any changes will only be applicable to new issues.</p> <ul style="list-style-type: none">• Withdrawal requests must be for a minimum of \$250 and may range between \$50 and \$500.• The annuity value after a partial withdrawal must be at least \$2,000 and may range between \$500 and \$5,000.• The minimum income payment amount is \$50 but may vary between \$50 and \$100.
10	S146-12	The settlement option interest rate, mortality table and the values in the settlement option tables in the above captioned form are submitted on a variable basis and are denoted as variable by use of brackets []. Any changes will only apply to new issues. Any change in the settlement option interest rate, mortality table or the values listed in the settlement option table will be filed with the Department for approval prior to use.



Tracey Harris - Vice President

September 26, 2012

Date

Western National Life Insurance Company
Statement of Variability for Forms:
S147-12, S147-12-1, S147-12-3, S147-12-5, S147-12-7, S147-12-7MVA
September 26, 2012
Variability denoted by the use of brackets

Variable #	Form/Location	Description
1	S147-12	For administrative purposes, the location, telephone number and other annuity contact information is bracketed.
2	S147-12	For administrative purposes, the Officer signatures and titles are bracketed on the cover page of the policy.
3	S147-12-1 S147-12-3 S147-12-5 S147-12-7 S147-12-7MVA	The current crediting rate is bracketed. Any changes to the current crediting rate will be applicable to new issues only. The current crediting rate will fluctuate due to economic circumstances. The current crediting rate will range between 1.0% and 10%. Any change outside of this range will be filed for approval with the Department prior to implementing.
4a	S147-12-1 S147-12-3	The schedule page is set up to disclose the rate information with an interest rate enhancement and an interest rate enhancement for a single premium over \$100,000. If the One Year or Three Year Guarantee includes an interest rate enhancement the schedule page will be printed only with this section. The interest rate including any enhancement is fully detailed and explained to the contract holder. Any changes to the One Year or Three Year Guarantee rate offering will be applicable to new issues only. If it becomes necessary, due to market or competitive factors to discontinue or not offer the enhancement this section will not print and 4b explained below will be printed instead.
4b	S147-12-1 S147-12-3	The schedule page is set up to disclose the rate information without any interest rate enhancement. If, due to financial and pricing considerations the One Year or Three Year Guarantee does not include an interest rate enhancement the schedule page will be printed only with this section. Any changes to the One Year or Three Year Guarantee rate offering will be applicable to new issues only.
5	S147-12-1 S147-12-3	The interest rate enhancement is bracketed. Any change to the interest rate enhancement will be applicable to new issues only. The enhancement will fluctuate due to economic circumstances. The interest rate enhancement amount will range between .10% and 5.0%. Any change outside of this range will be filed for approval with the Department prior to implementing. If it becomes necessary, due to market or competitive factors to discontinue or not offer the enhancement the Schedule Page will print with the second option which removes all enhancement references.
6	S147-12-1 S147-12-3	The interest rate enhancement for a single premium over \$100,000 is bracketed. Any changes to the interest rate enhancement for a single premium over \$100,000 will be applicable to new issues only. In addition, if the Company decides not to offer the extra enhancement for single premiums above \$100,000 this statement will be removed from the schedule page. This enhancement amount will fluctuate due to economic circumstances. This interest rate enhancement amount will range between .10% and 5.0%. Any change outside of this range will be filed for approval with the Department prior to implementing.

Western National Life Insurance Company
Statement of Variability for Forms:
S147-12, S147-12-1, S147-12-3, S147-12-5, S147-12-7, S147-12-7MVA
September 26, 2012
Variability denoted by the use of brackets

7	S147-12-1 S147-12-3	The total One-Year and Three-Year current rates are bracketed. These values are the total calculations of the current rate and all applicable interest rate enhancements. These total rates will vary due to the fact that the current rate and enhancement rates will fluctuate due to economic conditions.
8	S147-12 S147-12-1 S147-12-3 S147-12-5 S147-12-7 S147-12-7MVA	The Guaranteed Minimum Interest Rate (GMIR) is subject to change and may vary from 1.00% - 3.00%. The GMIR is tied to the five-year Constant Maturity Treasury Rate. The schedule pages and the accumulation table will always print with a definitive minimum crediting rate. The accumulation table will include values for the current GMIR. Any changes to GMIR percent will affect newly issued policies only. The company's method for determining the GMIR is being submitted with this policy.
9	S147-12	The minimum partial withdrawal amount, minimum remaining value after partial withdrawal, and the minimum income payment amount are denoted as variable by the use of brackets. Any changes will only be applicable to new issues. <ul style="list-style-type: none"> • Withdrawal requests must be for a minimum of \$250 and may range between \$50 and \$500. • The annuity value after a partial withdrawal must be at least \$2,000 and may range between \$500 and \$5,000. • The minimum income payment amount is \$50 but may vary between \$50 and \$100.
10	S147-12	The settlement option interest rate, mortality table and the values in the settlement option tables in the above captioned form are submitted on a variable basis and are denoted as variable by use of brackets []. Any changes will only apply to new issues. Any change in the settlement option interest rate, mortality table or the values listed in the settlement option table will be filed with the Department for approval prior to use.



Tracey Harris - Vice President

September 26, 2012

Date

Western National Life Insurance Company
Statement of Variability for Forms:
212-10X
September 27, 2012
Variability denoted by the use of brackets

Variable #	Description
1	The Company's address and contact number are bracketed for administrative purposes so that the information can be updated for future situations as needed. Any changes to the Company address will be submitted in an informational filing.
2	Five (5) and seven (7) year check boxes are bracketed to allow for future changes in case one contract is discontinued. The check boxes will either appear or not appear depending on the issue process and to allow for future changes in availability of one contract. This application is used with both a 5-year surrender charge policy and 7-year surrender charge policy. We have placed a check box at the top of the application for the agent to select the correct policy. This selection will appear if the policy is home office issued, meaning the application is taken in the field and the policy is then later issued from the home office. If the policy is field-issued, then the selection (choice between 5-year & 7-year) will not be included at the top of the application, because the application will be bound together with the policy in a booklet that will be issued in the field (either the 5-year or the 7-year policy). Any change outside of the explanation above will be filed for approval prior to implementing.
3	The Guaranteed Minimum Interest Rate is subject to change and may vary from 1.00% - 3.00%. This range is in compliance with the minimum guarantee rate required by the New York State Department of Financial Services. The contract will always print with a definitive minimum crediting rate and any changes to that percent will affect newly issued contracts only. The company's method for determining the GMIR is being submitted with this filing.
4	The Premium Guarantee option is bracketed. Due to economic conditions we may wish to discontinue this feature at a later time. If the feature was ever discontinued, the entire sentence will be removed from the application. Any change to the availability of the feature will be for new issues only.
5	We have included blanks for the current crediting rate. Any changes to the current crediting rate will be applicable to new issues only. The current crediting rate will range between 1.0% and 10%. Current crediting rates will fluctuate due to economic circumstances. Any changes outside of this range will be filed for approval prior to implementing.
6	The Guarantee Rate Periods are bracketed. The guaranteed interest rate period currently offered is a 5- and 7-year interest rate guarantee with market value adjustment. The Guaranteed Rate Periods will range between 1-7 years. There is a blank for the interest rate period to be filled in at the point of sale. This field is bracketed to allow flexibility to add interest rate guarantee periods without triggering a re-filing of the application. Any changes to available Guarantee Rate Periods will be applicable to new issues only. Available Guarantee Rate Periods will fluctuate due to economic circumstances.

Western National Life Insurance Company

CERTIFICATION

**Forms: S146-12-AR, S146-12-AR-1, S146-12-AR-3, S146-12-AR-5,
S146-12-AR-5MVA,
S147-12-AR, S147-12-AR-1, S147-12-AR-3, S147-12-AR-5,
S147-12-AR-7, S147-12-7MVA
212-10X**

We hereby certify to the Arkansas Department of Insurance that the above-referenced forms are in compliance in all respects with the provisions of the insurance laws, rules, regulations, bulletins and published guidelines in your State, and such forms contain no provisions previously disapproved by your Department.

We certify that we are in compliance with Regulations 19 and 49, as well as AR. Code Ann. 23-79-138.



Tracey Harris
Vice President

October 5, 2012
Date